

resulting from any and all claims, demands, suits, or any other action arising from the operation of this provision or from the use of the monies remitted to the Union, including the costs of defending against any such actions or claims. The Union agrees to refund to the City any amounts paid to it in error.

(c) The City agrees to deduct on a biweekly basis the periodic membership dues and agency fees from the paycheck of each employee who voluntarily executes and delivers to the City a valid dues checkoff authorization form. Voluntary checkoff authorization for Union dues/ agency fees which were executed prior to the execution of this Memorandum shall remain in full force and effect.

(d) Effective with the approval of this Memorandum of Understanding, the City Finance Director will accept a new dues deduction authorization form from employees in the representation unit covered by the Memorandum of Understanding. This form shall be as follows:

"I, the undersigned, voluntarily authorize by this writing the City of San Bruno to deduct from my wages and to transmit to TEAMSTER LOCAL NO. 350 any and all sums of money certified by Local 350 to be payable by me for membership dues or agency fees which are presently due and which shall become due from month to month uniformly imposed by said Local Union."

"This authorization is to remain in effect for a period of twelve (12) months from the date of execution and shall be automatically renewed from year to year thereafter, unless I notify the above-named Union and Employer in writing within twenty (20) days prior to the annual renewal dates that such authorization be terminated."

(e) The Union shall hold the City of San Bruno and its officers and employees, including but not limited to the City Finance Director, harmless for following the instructions contained in such dues deduction authorizations. The City shall deliver revocations of membership to the Union on a bi-weekly basis and include verification that receipt was by registered mail. Initiation fees will not be considered a special assessment.

(f) The City shall not be required to modify the amounts deducted from the employee paychecks for dues or fees more than once in each calendar year.

(g) The City shall not be required to collect any special assessments or similar short-time changes in rate.

(h) In the event of an occurrence of a job action, as defined in this Memorandum of Understanding, the City may terminate dues deduction.

Section 2.2 Communications with Employees

The bargaining unit shall be provided suitable space on bulletin boards at each work location for posting notices concerning official bargaining unit business.

Section 2.3 Advance Notice

Except in cases of emergency as provided below in this subsection, the bargaining unit, if affected, shall be given reasonable advanced written notice of any ordinance, resolution, rule or regulation directly relating to matters within the scope of representation proposed to be adopted by the City and shall be given the opportunity to meet and confer with the appropriate management representatives prior to adoption.

In cases of emergency when the foregoing procedure is not practical or in the best public interest, the City may adopt or put into practice immediately such measures as are required. At the earliest practicable date thereafter, bargaining unit shall be provided with the notice described in the preceding paragraph and be given the opportunity to meet and confer with the appropriate management representatives.

Section 3. City Rights

(a) The City shall retain the full rights of management and the direction of its business and operations, except as expressly limited and set forth in writing in this MOU. Wherein a subject matter is covered by the MOU, the City will act in accordance with those sections.

(b) Nothing herein shall be construed to require the City to meet and confer on matters which are solely the function of management and which are not otherwise provided in this Memorandum of Understanding. The rights of the City through its Council and management include, but are not limited to, the following:

(1) To exclusively determine the mission of its constituent departments, commissions, and boards;

(2) To set standards of service for the various City departments;

(3) To determine the procedures and standards of selection for promotion and employment;

(4) To establish grooming standards;

(5) To lay off its employees from duty because of lack of work ~~and~~ or other legitimate reasons;

(6) To maintain the efficiency of governmental operations;